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Section SF 1449 - CONTINUATION SHEET

SPECIFICATIONS

BID REQUIREMENTS:

- o Bidder **must** be registered with Dun & Bradstreet and Central Contractor Registration (CCR) **prior** to submitting a bid.
- Bids must be received in the designated office by the time and due date noted on the first page of solicitation.
- Bidder will return (1) the first page of solicitation (signed and dated at bottom), (2) the REFERENCE
 SHEETS (completed even if a previous gate attendant), and (3) the bid sheets of the parks being bid on.*
- o **Mail** the bid documents to:

U. S. Army Corps of Engineers Attn: LINDA MCKETHAN 3801 Zoo Park Drive Waco, TX 76708

OR

o Fax the bid documents to:

U. S. Army Corps of Engineers (254) 754-3433 Attn: LINDA MCKETHAN

* PACKAGE MUST BE COMPLETE TO BE VALID

GATE ATTENDANT OFFEROR'S BACKGROUND AND EXPERIENCE STATEMENT Print or type all information.

A. INFORMA	ATION
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B. RECREAT	TIONAL VEHICLE INFORMATION
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U.S. ARMY CORPS OF ENGINEERS FORT WORTH DISTRICT GATE ATTENDANT SCOPE OF WORK FOR ALL MID-BRAZOS PROJECT LAKE OFFICES

1. GENERAL: The contractor must be a two (2) person team, at least 21 years of age, who are **both** physically and mentally capable of performing the duties specified here and in the enclosed **additional scopes of work**, for the duration of the contract, including option periods (unless otherwise specified in the individual lake scope of work). Work to be performed under this contract may not be subcontracted. Both team members must be identified on the Request for Quotation (SF18). Work to be accomplished under this contract shall be in accordance with this Scope of Work, the Lake Office's Additional Scope of Work and the Mid-Brazos Project Gate Attendant Handbook, for the recreation area named and described herein. The Contractor will be required to furnish all labor, equipment, fuel, tools, and supplies (except as otherwise noted herein as Government furnished) necessary to provide the specified services for the duration of the contract period.

NOTE: AWARD OF THIS SOLICITATION WILL BE BASED ON BEST VALUE TO THE GOVERNMENT. FACTORS TO BE CONSIDERED ARE PAST PERFORMANCE/PRIOR EXPERIENCE AND PRICE.

2. **DEFINITIONS**:

CONTRACTOR: The person awarded the contract.

CONTRACTING OFFICER (KO): The person with the authority to enter into, administer, and/or terminate contracts and make related determination and findings on behalf of the Government. This person will be identified on the SF1449 (Solicitation/Contract/Order for Commercial Items).

LAKE MANAGER: The manager of the local lake. The Lake Manager may appoint an authorized representative to act in his behalf.

- **3. TERM OF CONTRACT/DUTY HOURS:** The term of the contract and duty hours are defined in this solicitation in each Lake Office's Scope of Work.
- **4. PRE-WORK CONFERENCE:** The Contractor will be required to attend a pre-work conference to be conducted by the Lake Manager at the address of the offering or other agreed upon location. This meeting will cover the policies outlined in the Scope of Work and Responsibilities. The pre-work conference is normally held the week before the Contractor begins providing the services.
- **5. PERMITS/COMPLIANCE:** The Contractor shall, without additional expense to the Government, be responsible for complying with and obtaining any necessary licenses and/or permits. The Contractor will comply with all Federal, State, County, and Municipal laws, codes and regulations in connection with the performance of the work.
- **6. BONDING:** Upon award of contract, the Contractor shall be required to furnish a Business Services, Fidelity, or Dishonesty bond for the minimum amount of \$5000.00. The Contractor shall furnish a copy of the bond at the Pre-Work Conference. The Contractor shall not start work without proof of bonding.
- 7. LIABILITY: During the period of this contract, the Contractor shall be responsible for all injuries or damages of any nature caused or contributed to by the Contractor, his/her agents, and/or employees while engaged in work under this contract.
- **8. TEMPORARY LIVING QUARTERS:** The Contractor shall furnish a fully operable self-contained recreational vehicle (RV) of the travel trailer or motor home type to serve as temporary living quarters for the

duration of the contract. Maximum size of the trailer is determined by physical limitations of the site furnished. It will be located near the entrance to the park at a location to be designated by the Lake Manager. Pickup (shell-type) campers, pop-up tent trailers, tents, mini-travel trailers, mobile homes, buses, or any other types of recreation vehicles which do not meet general size requirements or the self-contained classification as determined by inspection of the Lake Manager will not be acceptable. The Contractor team will be the sole occupants of the site. Adult family members and friends will not live with the Contractor.

- **9. TRAILER SITE:** Unless otherwise indicated in the Lake Offices' park information sheet or scope of work, the Government will furnish a site for a self-contained travel trailer or motor home with only 110 volt electricity, water, sewage hook-ups and/or dump station nearby. If the Contractor's travel trailer is not configured or adaptable to the sewage, water or electric hookups available at the site, the Government will not be responsible for providing attachments, etc.
- 10. CONTRACTOR VEHICLE: The Contractor will provide a transportation vehicle, which can be operated independently of the RV for use in performing the requirements of the contract. Minimum state required liability insurance must be carried. Proof of liability insurance will be submitted to the Lake Manager within 1 week after beginning date of the contract. All motor vehicles and operators will comply with state laws such as licensed operators, vehicle safety equipment, etc.
- 11. INSPECTION AND CONTRACT PERFORMANCE: The services performed by the Contractor under provisions of this contract shall be subject to inspections by the Contracting Officer or his designated representative to ensure strict compliance with the terms of the contract.
- **A. NOTIFICATION OF DEFICIENCIES:** Contractor shall be notified verbally and/or in writing of any serious or recurring minor deficiency in service observed by the Contracting Officer or his/her authorized representative. Verbal notification will be recorded in a memorandum for record.
- **B. DOCUMENTATION OF DEFICIENCIES:** Written notifications and memoranda for record shall be prepared in triplicate by the Contracting Officer or his/her authorized representative. The original will become a part of the Contractor's permanent file at the Operations Manager's Office, a copy will be issued to the Contractor, and a copy will be forwarded to the Contracting Officer at the Corps of Engineers Fort Worth District Office.
- **C. CORRECTION OF CONTRACT DEFICIENCIES:** Upon receipt of notification of deficiency in service, Contractors will immediately correct deficiencies and/or take steps to prevent recurrence of the deficiency.
- **D. DEFICIENCIES OF SERVICE:** This contract may be terminated by the Contracting Officer upon receipt of any "Notification of Contract Deficiency". Termination will be based on the seriousness of the deficiency.
- **E. EVALUATION OF PERFORMANCE:** All contractors will have their performance evaluated no less than mid-term and at the conclusion of their contract. Performance criteria will be distributed to contractors at the orientation/training sessions.
- 12. VISITORS OF THE CONTRACTOR: Adult family members and friends will not live with the Contractor. "Living with the Contractor" is defined as a person staying with the Contractor for more than 14 days in a 30-day period. Visitors of the Contractor will be required to lodge in the Contractor's trailer, or, if they have their own equipment, visitors will be required to camp at a campsite in the park and pay the regular camping fee. Visitors will not be allowed to connect to the Contractor's utilities at any time. All non-authorized personnel are to remain outside the gatehouse.
- **13. UNIFORM DRESS AND PERSONAL APPEARANCE:** The Contractor shall, at all times when on duty and when dealing with the public, be required to maintain a fully clothed and neat, well groomed appearance. Additional dress requirements may be specified in individual lake specifications.

- 14. LIVING AREA AND GATEHOUSE MAINTENANCE: The Contractor will maintain the area where the trailer is parked in a clean and sanitary condition at all times. No dog pens, horse corrals, poultry cages or similar facilities for pets or raising of animals will be allowed. All pets will be confined in the Contractor's trailer or on a leash of 6 feet or less in length. No pets are allowed in the gatehouse. Pets will have all vaccinations as required by the state laws and will wear a collar that displays the vaccination tags at all times. No washers, dryers, deep freezers, or excessive personal items will be permitted around trailer pad areas or inside the gatehouse. Security of the Attendant's living quarters and all personal property shall remain the Attendant's responsibility throughout the duration of the contract. The Government accepts no responsibility for, nor will it be liable for, damage or theft occurring to the attendant's property.
- **15. GATEHOUSE OPERATIONS:** The Contractor will occupy the gatehouse at all times during duty hours and is required to handout information pamphlets as required by the Gate Attendant Handbook. Smoking is not permitted in the gatehouse. Contractor will not solicit, advertise, sell or offer to sell any unauthorized goods or services to campers or visitors on public property (CFR Title 36, Section 327.18).
- **16. CAMPING OPERATIONS:** The Contractor will register park users, issue appropriate passes, and deliver emergency messages to visitors as required by the Lake Manager. The Contractor/Gate Attendant shall also participate as necessary in all Recreation Use Surveys that may be conducted.
- 17. USER FEES: The Contractor will follow fee collection, credit voucher, refund and campsite reservation procedures established by the U.S. Army Corps of Engineers, Fort Worth District. The Contractor is required to collect User Fees daily to ensure that campers are "paid up", utilizing the National Recreation Reservation Service (NRRS), Automated User Permit System (AUPS), U.S. Army Corps of Engineers User Permit (ENG Form 4457), an automated cash register, and/or collection from an honor system vault. The Contractor is required to collect user fees for specialized recreation sites, facilities and services provided by the Corps of Engineers. This may include, but is not limited to, camping, group facility use, day use, special facility use, and multiple site rental use. The Contractor may be audited at any time, without prior notice, and is required to place all forms of collected use fee payments/monies in the gatehouse fee safe immediately upon receipt, ready for collection. The Contractor/Gate Attendant is required to have personal cash on hand at all times to make change. Refer to the additional scopes of work for amounts required at each park.
- 18. CAMPSITE RESERVATIONS: The Contractor will comply with local and District policies of reservations. The Contractor will adhere to guidelines and procedures established under the National Recreation Reservation System, using Park Office program in the campground. The Contractor will be required to perform some or all of the following duties daily: a) pickup reservation data reports, i.e. bookings, arrival reports, cancellation reports, etc., from the local lake office or accept the reports delivered in person, and/or transmitted by telephone, electronic mail received through a computer, facsimile machine, etc.; b) maintain and update necessary status reports utilizing charts, status boards, note pads, card systems, computer/cash register systems, AUPS, NRRS, etc., to ensure that campsite status is kept current at all times; c) keep records and monitor dates of arrivals, departures, no-shows, cancellations, etc.; d) fill out refund and credit voucher forms according to policy.; and e) post reserved and vacant campsites. The Contractor may also be required to take advance campsite reservations, which would consist of receiving and booking reservation requests, collecting and processing camping fees, and handling cancellation and refund requests. The Contractor shall maintain any records as necessary for the administration of the campsite reservation program as directed by Lake Manager.
- **19. COMPLAINTS:** The Contractor will keep a written record of complaints and criticisms of park facilities. These records will be given to the Lake Manager upon request.
- **20. DISTURBANCES:** The Contractor will promptly report all accidents, violations of law, disturbances, and situations that could affect health and safety of visitors to the Lake Manager. In the event the Contractor is unable to communicate with the Lake Manager, the Contractor should contact the local law enforcement officers as soon

as practical. All communications with local law enforcement officers will be reported to the Lake Manager, on the next work day. The Contractor will not attempt to apprehend any violators. NOTE: Serious incidents such as a fatality in the park will be reported immediately to the Lake Manager and to the local law enforcement agency.

- 21. COOPERATION WITH OTHERS: The Contractor will maintain good communications and relations with the public, other contractors and Corps employees. Gate Attendants shall not direct the work performance of another contractor. If the work performance of another contractor is questionable, the Project Office should be contacted. The Contractor will allow Corps employees to utilize communication facilities furnished by the Government. Cooperation will include, but not be limited to, summoning assistance and reporting all instances of vandalism, harassment, public intoxication, speeding, etc., to the proper authorities. The Contractor will attempt to provide for the needs of our visitors as public relations representatives for the Corps of Engineers.
- **22. PARK INSPECTION:** The Contractor will inspect the park area and facilities a minimum number of times each day as required by additional park scopes of work. Inspections will be made in a vehicle provided and maintained by the Contractor.
- **23. FIREARMS:** Firearms or any type of object that could be considered a weapon will not be carried or kept in the park. This includes, but is not limited to, the gatehouse or trailer occupied by the Contractor.
- **24. ALCOHOL/DRUGS:** The Contractor will not consume or be under the influence of alcoholic beverages, drugs and/or medications in the absence of a doctor's prescription while on duty or while in view of the public. This includes, but is not limited to, the park entrance area, gate site, gatehouse, park restrooms, campsites, etc.
- 25. GOVERNMENT PROPERTY: The Contractor will be required to return Government property on the last day of the contract. The Contractor may be held liable for any missing or damaged government equipment or materials. Computers, printers, radios, and telephone equipment provided by the government are for official use only. Contractor shall not use gatehouse computers for personal business or install any personally owned software. Any damages incurred as result of personally owned software being installed on the Government computers will be considered damages to Government property and Contractor will be held responsible for reimbursement to the Government any cost associated with repairs or replacement of the equipment. Final payment will not be paid until all government property is returned and all fee monies have been turned in.
- **26. ABSENTEEISM:** No payment will be made for time not worked. The Lake Manager should be contacted and given as much advance notice as possible about anticipated absences. All absences must be approved in advance by the Lake Manager. An absence by any one or both of the two-person contract team, without prior approval by the Lake Manager, is grounds for dismissal of the contractor and termination of the contract.
- 27. ADDITIONAL WORKDAYS: The Contractor may be asked to work additional days in extenuating circumstances.
- **28. SUBSTITUTION OF TEAM MEMBER:** Team member substitution may be allowed upon prior approval by the Contracting Officer.
- **29. PAYMENT FOR SERVICES:** Payment will be made monthly for the actual days worked at the unit price indicated on the bid sheet. Payment will be made via Electronic Fund Transfer (EFT).
- **30. TERMINATION:** Failure of the contractor to provide items in full and to provide complete services listed in the contract specifications and applicable specific park sheets may be grounds for termination. Breach of contract and/or voluntary termination of contract without sufficient cause may jeopardize the contractor's standing for future contracts with the Corps of Engineers. Contractors may be terminated if the Government determines Gate Attendant services are no longer needed due to unforeseen closures of a park or its major facilities (e.g., beaches, boat ramps, restrooms, campgrounds, etc.). Unforeseen closures would include those resulting from droughts,

floods, storm damage, infrastructure failure and previously unknown safety hazards.

Inappropriate conduct or unacceptable actions of Gate Attendants may be grounds for termination of the contract. Examples of actions meriting termination include, but are not limited to:

- **A.** Theft, misappropriation, personal use, and/or improper security and accountability of user fees or government services, property, equipment, facilities and/or supplies. Any of these acts may also result in criminal prosecution.
- **B.** Consumption of alcoholic beverages and/or intoxication while on duty, and possession or use of illicit drugs at any time.
- **C.** Discrimination, harassment, profanity, or other inappropriate behavior perpetrated against customers, Corps personnel, or other contractors.
- **D.** Recurring written and/or verbal complaints from visitors and/or project personnel on Attendant's attitude, lack of cooperation and/or resistance to implementation of policies and programs as directed by the Operations Manager or his/her authorized representative(s).
- **E.** Failure to follow security procedures, including the allowance of unauthorized personnel inside the gatehouse or the contractor (non-public) work area of gatehouses/entrance stations.
- **F.** Inability to perform duties and job responsibilities in accordance with the General Specifications, Specific Park Sheet(s) and Project Gate Attendant Manual.
- **G.** Violations of public health and safety, including smoking in the gatehouse.
- **H.** Failure to maintain a neat, clean, well-groomed personal appearance.
- **I.** Failure to abide by Title 36 CFR, Chapter III, Section 327.

31. DUTY OF CONTRACTOR TO FINISH CONTRACT: The Contractor may not

terminate the contract. If the Contractor fails to complete the contract through the specified term, the Contractor is subject to reprocurement costs. The Contractor's failure to comply with contract specifications may be grounds for suspension or debarment for a period of time not to exceed 3 years. Acceptance of the contract shall be evidence of such knowledge, approval, or acquiescence of all contract specifications.

- **32. CONTRACT OPTION PERIODS:** The Government retains the right to exercise option periods at its discretion. Option periods shall obligate contractor services for the following year for the same season awarded.
- **33. INSURANCE:** In addition to automobile liability insurance required in Section 9, Attendants are responsible for obtaining and paying for any other insurance desired, including but not limited to, medical, general liability and comprehensive property. The Contractor may be responsible for any damage to private or government property if in the opinion of the Contracting Officer or his designated representative the damage is a result of contractor negligence.
- **34. OTHER REQUIREMENTS:** See the Additional Scopes of Work included in this solicitation for further requirements at the various lakes. Other requirements may include, but are not limited to:
 - A. Gatehouse and landscape maintenance
 - **B.** Issuing Annual Day Use Passes and Golden Age Passports
 - **C.** Inspection of group use areas
 - **D.** Documenting and maintaining lost and found items
 - **E.** Monitoring volunteer projects

BID SHEET

WACO LAKE

WINTER GATE ATTENDANT SCOPE OF WORK

(Additional)

Base year: 1 Oct 2007 – 31 Mar 2008 Option year: 1 Oct 2008 – 31 Mar 2009

A. GENERAL

- 1. <u>Duration of Contract:</u> Contractors (Gate Attendants) bid for a six-month SUMMER or WINTER season, with one option year. The summer contracts comprise the months April September. The winter contracts comprise the months October March. The Government retains the right to exercise the option year at its discretion, obligating Contractor services during the following year for the same-awarded season.
- 2. <u>Job Requirements:</u> The Contractor must bid as a two (2) person, adult (over 21 years of age) team to provide the services required of gate attendants at Waco Lake.
- a. **Government will supply the following**: A living site near the gatehouse for a self-contained trailer. Each gate attendant site will have electrical hook-ups, water and sewer facilities. The Government will also provide the following materials: Annual Passes, Golden Age cards, all forms, maps, brochures, handouts, light bulbs, computer paper, paper towels for the towel dispenser, water hoses and sprinklers.
- b. Gate attendants shall supply all materials needed to operate the gatehouses, as well as all materials needed to clean and maintain the gatehouses. This list includes, but is not limited to, hi-liters, colored markers, notepads, staples, staplers, pens, pencils, tape and any other items that may be necessary to operate the gatehouse. The contractors will also be required to maintain the gatehouses, both inside and outside in a clean, orderly, and sanitary condition at all times. The gatehouses will be thoroughly cleaned at the end of each shift. Contractors will also provide sufficient change (\$50.00) with which to make change. This is a requirement for auditing purposes.
- 3. <u>Duty Shift Schedules.</u> The Contractor will maintain 24-hour surveillance in the park in accordance with the Gate Attendant Work Schedule. The Contractor's work schedule may include weekends, Federal Holidays, and may be subject to change with at least one (1) week advanced notice. Emergency events may adjust this advanced notice schedule. An updated schedule of work days (filled in with Contractor's names) and duty times will be furnished at the Gate Attendant Pre-work Conference. The contractor may also be required to hand out and collect visitor passes, conduct camper surveys, change site markers, and/or check the traffic counters.
- a. <u>Surveillance Hours.</u> Duty hours for all parks are the times during which the Contractor will be required to perform visitor assistance duties in accordance with the Mid-Brazos Gate Attendant Scope of Work, all paragraphs. See each particular location for specific park hours. One (1) gate attendant **will occupy the gatehouse at all times during scheduled duty hours.**
- b. <u>Availability Hours.</u> This will be the non-duty hours during which time the Contractor must be inside the park in which they reside for response to unexpected events.
- 4. <u>User Fees.</u> The Contractor will collect user fees in accordance with procedures established by the Lake Manager. The NRRS/Park Office program will be used in all camping parks, and cash registers are used in the

day use parks. In the absence of a Fee Collection Contract, the gate attendants **must deliver all fees and documentation of fee collections** to the Lake Office between 8:30 - 9:00 am on the first scheduled workday of each work period (Monday and Friday). If this is the case, gate attendants will be notified what is expected for the turn in of fees.

5. <u>Park Patrols.</u> At least five (5) times each day, the Contractor is required to make campground status checks to determine the location of campers, the availability of campsites, and to become aware of any problems in the parks. Gate attendants may be required to make more frequent status checks if it should be deemed necessary by the Lake Manager or their representative. During these campground status checks, one (1) gate attendant will maintain visitor assistance duties at the gatehouse while the other team member makes the rounds in the park. Park maps shall be provided as needed.

B. OPERATIONS

- 1. Operational Responsibility. Contractors shall unlock and open park gates each morning according to park opening hours listed below. The Contractor will allow entrance and exit to visitors who have a valid permit, emergency traffic (police, fire, etc.), urgent message delivery, and employees of and/or visitors to concessionaire facilities located within the parks. Gate Attendants will be required to close and lock park entrance gates, as well as any additional gates as assigned by the Lake Manager, each night in accordance with park closing hours. Gate Attendants must advise campers of park quiet hours, and attendants residing in the park will assist Rangers in maintaining quiet hours. In the day use parks, Airport Beach, Koehne and Twin Bridges, contractors must also ensure that day users have exited the park before locking the park gates. In parks with Group Shelters (Airport, Airport Beach and Twin Bridges) the contractor will also be responsible for unlocking these facilities when the permitted users arrive, and ensuring that these facilities are cleaned by the renters and locked when the users leave. If there is a problem with the use of the group shelters, contact a Ranger for assistance. *Special Note: See paragraph B.2. for additional requirements in Midway, and Airport Beach parks.
- a. <u>Airport Beach Park</u>. Airport Beach Park is a day-use only park with a boat launch. The Contractor who has responsibility for surveillance of Airport Beach Park will also be required to ensure that <u>all</u> <u>day users have exited the park</u> before the gate is locked. User fees are collected by cash register. Operating hours in Airport Beach Park are from 6:00 a.m. 9:00 p.m. The work schedule in this park is a 4-day/3-day schedule.
- b. <u>Airport Park.</u> Airport Park is primarily a camping park, but does include limited day use for boat launching, and is equipped with traffic control gates. User fees are recorded in the NRRS/Park Office program. Operating hours in Airport Park are from 6:00 a.m. 10:00 p.m. The work schedule in this park is a 4-day/3-day schedule.
- c. <u>Reynolds Creek Park.</u> Reynolds Creek Park is primarily a camping park, but does include limited day use for boat launching, and is equipped with traffic control gates. User fees are recorded in the NRRS/Park Office program. Operating hours in Reynolds Creek Park are from 6:00 a.m. 10:00 p.m. The work schedule in this park is a 4-day/3-day schedule.
- d. <u>Twin Bridges Park</u>. Twin Bridges Park is a day-use only park with two swim beach areas, a boat launch, a group pavilion, and traffic control gates. The Contractor who has responsibility for the surveillance of Twin Bridges Park will also be required to ensure that day users have exited the main park before the gate is locked at the posted closing time, except those vehicles parked at the boat launch area. User fees are collected by cash register. Operating hours in Twin Bridges Park are from 6:00 a.m. 9:00 p.m. The work schedule in this park is a 4-day/3-day schedule.
- e. <u>Midway Park.</u> Midway Park is primarily a camping park, but does include limited day use for boat launching. User fees are recorded in the NRRS/Park Office program. The Contractor who has responsibility

for surveillance of Midway Park will also be required to open and close additional gates in accordance with paragraph B.2. below. Operating hours in Midway Park are from 6:00 a.m. - 10:00 p.m. The work schedule in this park is a 4-day/3-day schedule.

- f. <u>Koehne Park</u>. Koehne Park is a day-use only park with a boat launch. It will be the responsibility of the contractor to ensure that day users have exited the park before the park gates are locked at the posted closing time, except those vehicles parked at the boat launch area. User fees are collected by cash register. Operating hours in Koehne Park are from 6:00 a.m. 9:00 p.m. The work schedule in this park is a 5-day schedule.
- g. Speegleville Park. Speegleville Park is primarily a camping park, but does include limited day use for boat launching, and is equipped with traffic control gates. User fees are currently recorded with cash register but could switch to the NRRS/Park Office program during the winter contract. Gate attendants may be required to place a combination lock on the old boat ramp entrance for fishing tournaments upon Lake Managers request. Operating hours in Speegleville Park are from 6:00 a.m. 10:00 p.m. The work schedule in this park is a 4-day/3-day schedule.
- 2. <u>Gates Outside Park.</u> Gate attendants may be required, on a regular basis, to open and close additional, multiple gates in and near the park in which they are assigned. The maximum distance to any of the gates will not be farther than seven (7) miles one way from the contractor's park. The Midway attendants will be required to open and close the gates of Koehne Park, and the Airport Beach & Airport Park attendants may be required to open and close the Hike and Bike trail gates and Bosque.

C. SPECIAL CONSIDERATIONS

- 1. <u>Communications.</u> A telephone will be provided at each gatehouse. **No long distance calls can be made from these phone lines.** An outside telephone jack at the Contractor trailer site is provided. The Contractor will be required to have phone service in their trailer, and shall be responsible for all connection and/or disconnect fees, long distance fees and basic monthly bills. This could be a regular land phone line, or cell phone service. The Lake Office must be provided with your phone number at your trailer site.
- 2. <u>Utilities.</u> The Government provides an electrical, water and sewage hook-up for Contractor's use at no charge. The use of these facilities is at the Contractor's risk and damage to equipment will be the sole responsibility of the Contractor.
- 3. <u>Laundry.</u> Due to the open nature of the trailer sites, and their proximity to the park entrances, **no** clotheslines, or the drying of laundry at or near the trailer site will be permitted.
- 4. <u>Watering.</u> Contractor is required to water shrubs, trees, and bushes in the immediate area of the entrance gate and gate attendant sites. The Contractor is also responsible for watering and removing weeds and/or dead vegetation from all flowerbeds, along sidewalks at the gatehouse or anywhere else deemed necessary by the Lake Manager or their representative.
- 5. <u>Damage Responsibility.</u> The Contractor shall be responsible for restoring any Government facilities, structures, or trees damaged as a result of his/her operation. The Contractor shall also be responsible for any damage to private property, and will notify the Lake Manager or their representative immediately of damage to Government property and private property and of any injury to a person resulting from his/her operation. The Contractor will notify the Lake Manager or their representative immediately of damage to government facilities due to vandalism or other causes on the same day as such vandalism is first noticed. Vehicles and/or trailers will be driven on existing roads only and not across or through park areas to facilities. All wheeled vehicles, (trucks, trailers, etc.) will be parked in paved, designated spaces only.

6. <u>Flooding Notification.</u> Upon notification by Corps representatives, it may be necessary for the gate attendants to warn campers of impending flooding conditions. This notification may occur at any time of day or night.

D. MISCELLANEOUS INFORMATION

- 1. <u>Orientation.</u> A Pre-work Conference shall be held during the week prior to the start of Contractor services. The Lake Office Gate Attendant Coordinator shall contact all Contractors when an exact date and time is set up. <u>Please ensure a current phone number is on your contract bid package to facilitate coordination for this meeting.</u>
- 2. Changes to work schedule/bids. The Lake Manager reserves the right to cancel any portion of this bid at any time.
- 3. <u>Payment.</u> Payment invoices for gate attendant services will be given to the Contractor at the Pre-work Conference. Instructions on how to properly complete them will also be given at this time. Contractors should be aware that the first payment could take as long as 45 days.
- 4. <u>Technical Requirements.</u> There are computers running the NRRS/Park Office program in the three camping parks. <u>All gate attendants should be prepared to operate such equipment during the contract period. The NRRS Park Office program is entirely menu driven and will require computer literacy.</u>
- 5. <u>Property Loan.</u> The Contractor shall receive all equipment necessary to perform gate attendant duties at the Pre-work Conference. Both the Gate Attendant coordinator and Contractor will sign a property loan hand receipt at this time. Contractor must return all equipment listed on the hand receipt at the end of the contract.
- 6. <u>Personal Property.</u> Excessive personal property will not be allowed in the gatehouses. This includes, but is not limited to, computers and components, binoculars, cameras and tools. You should ensure that these types of articles are safely secured in your possession during the hours when the gatehouse is not occupied. Coffee pots, TV's and VCR's, refrigerators, and microwaves will be allowed, however the Government will not be responsible for these items.
- 7. <u>Termination</u>. Failure of the Contractor to provide items and services listed in the contract specifications will be grounds for immediate dismissal of the Contractor and termination of the contract. At the discretion of the Contracting Officer, conduct or actions unbecoming on the part of the Gate Attendant will be grounds for immediate dismissal of the Contractor and cancellation of the contract. Examples of actions requiring immediate dismissal include, but are not limited to, consumption of alcoholic beverages or intoxication while on duty, cursing, harassment of visitors, theft of collected user fee payments, monies or supplies, use of unwarranted physical contact with visitors or Corps personnel, recurring written and/or verbal complaints from visitors on attendant's attitude, lack of cooperation and resistance to implementation of policies and programs as directed by the Lake Manager or their representative.
- 8. <u>Forwarding Address.</u> At the end of the contract season, gate attendants shall leave a current forwarding address and telephone number with the Gate Attendant Coordinator. This will enable the gate attendant coordinator to contact you for the option period portion of the contract.

WACO LAKE BID SHEET Winter Season

Base year: 1 Oct 2007 – 31 Mar 2008 Option year: 1 Oct 2008 – 31 Mar 2009

Item number/ Description	Estimated Quantity	Unit	Unit Price	Total
0001a Gate Attendant, Waco Lake Airport Beach Park, 3 day 1 Oct 2007 – 31 Mar 2008	80	Day	\$	\$
0001b Option year, Waco Lake Airport Beach Park, 3 day 1 Oct 2008 – 31 Mar 2009	80	Day	\$ Total \$	\$
0002a Gate Attendant, Waco Lake Airport Beach Park, 4 day 1 Oct 2007 – 31 Mar 2008	80	Day	\$	\$
0002b Option year, Waco Lake Airport Beach Park, 4 day 1 Oct 2008 – 31 Mar 2009	80	Day	\$ Total \$	\$
0003a Gate Attendant, Waco Lake Speegleville Park, 3 day 1 Oct 2007 – 31 Mar 2008	80	Day	\$	\$
0003b Option year, Waco Lake Speegleville Park, 3 day 1 Oct 2008 – 31 Mar 2009	80	Day	\$ Total \$	\$
0004a Gate Attendant, Waco Lake Speegleville Park, 4 day 1 Oct 2007 – 31 Mar 2008	80	Day	\$	\$
0004b Option year, Waco Lake Speegleville Park, 4 day 1 Oct 2008 – 31 Mar 2009	80	Day	\$ Total \$	\$
0005a Gate Attendant, Waco Lake	80	Day	\$	\$

Midway Park, 3 day 1 Oct 2007 – 31 Mar 2008

0005b Option year, Waco Lake Midway Park, 3 day 1 Oct 2008 – 31 Mar 2009	80	Day	\$ \$ Total \$
0006a Gate Attendant, Waco Lake Midway Park, 4 day 1 Oct 2007 – 31 Mar 2008	80	Day	\$ \$
0006b Option year, Waco Lake Midway Park, 4 day 1 Oct 2008 – 31 Mar 2009	80	Day	\$ \$ Total \$
0007a Gate Attendant, Waco Lake Twin Bridges Park, 3 day 1 Oct 2007 – 31 Mar 2008	80	Day	\$ \$
0007b Option year, Waco Lake Twin Bridges Park, 3 day 1 Oct 2008 – 31 Mar 2009	80	Day	\$ \$ Total \$
0008a Gate Attendant, Waco Lake Airport Park, 3 day 1 Oct 2007 – 31 Mar 2008	80	Day	\$ \$ Total \$
0008b Option year, Waco Lake Airport Park, 3 day 1 Oct 2008 – 31 Mar 2009	80	Day	\$ \$ Total \$

Point of Contact at Waco Lake: Abraham Phillips, 254-756-5359

SCOPE OF WORK WHITNEY LAKE WINTER ATTENDANTS

1. PARKS:

Plowman Creek "A", Lofers Bend East "A&B" and McCown Valley "A" have existing winter vacancies. The contract period is 01 October 2007 through 31 March 2008. There will be a one option year on this contract for the period 01 October 2008 through 31 March 2009.

2. GOVERNMENT WILL SUPPLY THE FOLLOWING:

- a. The Government will provide temporary living sites near the gatehouse for a self-contained trailer with electrical hook-ups, water and sewer facilities.
- b. The Government will provide the following materials: all forms, maps, brochures, handouts, light bulbs, computer paper, and paper-towels for the towel dispenser, water hoses and sprinklers.

3. CONTRACTOR WILL SUPPLY THE FOLLOWING:

- a. The Contractor shall provide gatehouse operation and work schedule hours that include weekends and all Federal holidays, except when the holiday falls on the Contractor's day off
- b. The Contractor is required to have phone service in their trailer and shall be responsible for all connection and /or disconnect fees, long distance fees and basic monthly bills. The Government has provided a phone jack at the Contractor's trailer site, although cellular phone service is allowed if the contractor chooses. Some areas around the lake have poor reception. The following is the local service carrier:

Valor Telecom - Lofers Bend and McCown Sprint - Cedron Creek

c. The Contractor shall provide all equipment, tools, supplies and materials necessary to clean the gatehouse. They shall also furnish notepads, trash bags, staples, pens, pencils, tape, soap, toilet paper and any other materials needed to operate the gatehouse.

4. GATEHOUSE OPERATION:

a. Twenty-four (24) hour surveillance shall be maintained throughout the week. The gates shall be opened at 6:00 a.m. and closed at 10:00 p.m. by the contractor. From time to time, the lake office may request that the contractor open the gates earlier or close later for a specific event. Gate house operation will begin at 8:00 a.m. and do not end until 10:00 p.m. Contractor will be required to be available at their trailer between the hours of

10:00 p.m. and 8:00 a.m. to provide emergency ingress service. At least one team member shall occupy the gatehouse at all times during scheduled duty hours. Duty hours shall begin at 6:00 a.m. on the first day of the work schedule and end at 6:00 a.m. on the day after their last day of the work schedule.

b. The following is a work schedule to be worked by the Contractor:

CONTRACTOR		DAYS PER WEEK	DAYS WORKED
Contractor	"A"	4	Monday, Tuesday,
(All Parks)			Wednesday and Thursday
Contractor	"B"	3	Friday, Saturday
(All Parks)			and Sunday
McCown Day	Use	4	Friday,
Contracto	or		Saturday,
			Sunday, and
			Monday

NIGHT DUTY – Contractor shall be required to be available at their trailer between the hours of 10:00 p.m. and 8:00 a.m. to provide emergency ingress services each night the contractor works.

- c. Should an emergency or personal business warrant, arrangements maybe made in advance to allow the attendants to be away from the trailer site over night. If possible, at least 36 hours advanced notice will be given to the Contracting Officer's Representative.
- d. McCown Day Use Contractor may be asked to work additional days if a major holiday falls on their day off (example: 4th of July falls on Tuesday). <u>A list of holidays is provided as item 15</u> of this scope of work.
- e. Communications Radio and/or telephone equipment for the gatehouse provided by the Government are for official use only. Phone service lines in the gate house shall be used for telephone service only. Gate Attendants shall not use the line for personal internet access services at any time.

f User Fees

(1) The Contractor will collect all user fees. User fees will be collected through the operation of a computer system or cash register. Additional user fees such as equestrian, day use, or group shelters, in nearby park areas will also be collected through the computer system. The Government will provide training for computer operation. Both members of each Contractor 2-Person Team must have basic typing skills. Searching and striking each key one at a time is not acceptable. Training for typing will not be provided.

(2) Remittance – User fees and user fee documents will be collected from the Contractor at the gatehouse by contract fee collection personnel, although on limited occasions or at the end of a contract, the gate attendants will be required to turn in user fees, user fee documents and issued items at the Project Office. The frequency of pick-ups will be determined by the amount of money collected and will not be less than once per week.

5. MATERIALS AND SUPPLIES:

It shall be the Contractor's responsibility to maintain an adequate supply of materials to perform the day-to-day activities of the job. Materials and supplies provided by the Government are for official use only. The Fee Contractor or lake staff will deliver these materials and supplies as identified in item 2.a. and 2.b. The Gate Attendant Contractor shall supply all supplies except those specified (see item 3).

6. PARK INSPECTION:

Gate Attendants shall patrol the entire park a minimum of four (4) times daily in accordance with established policy of the Lake Manager. One inspection patrol should be made as soon as possible after opening the park gates at 6am, and one inspection patrol should be made approximately 30 minutes prior to locking the gates at 10pm. The Inspections should be evenly spaced throughout the shift. One attendant must remain on duty at the gatehouse while the other patrols the campground. Gate attendants shall inform park visitors and campers of any violation of rules, regulations, and policies in a friendly, informative manner and ask for compliance. Gate Attendants shall keep a patrol inspection report in a neat and timely manner. Gate attendants shall verify campground occupancy status, check restrooms, and document any property vandalism or theft during patrols. Evening patrols shall be utilized to check all restroom lights and guard lights at least once during the hours of darkness each day to insure that they are working properly. Park cleaning contract personnel will be notified by the gate attendants of any restroom lights that are found to be inoperative during the next scheduled cleaning day. The Lake Office will be notified of any guard lights that are inoperative during the first scheduled workday after finding them inoperative.

7. GATEHOUSE AND LANDSCAPE MAINTENANCE:

- a. Gatehouse The contractor is responsible for maintaining the gatehouse, both inside and outside in a clean, orderly and sanitary condition at all times. The contractor is also responsible for keeping the area within seventy-five (75) feet of the gatehouse and their trailer site free of litter. Gate Attendants shall provide all equipment, tools, supplies and materials necessary to clean the gatehouse.
 - (1) Mop floors weekly.
 - (2) Sweep and dust inside of gatehouse daily to remove dust and debris.
 - (3) Wash/clean windows (interior & exterior) weekly.

b. Landscape maintenance – Contractor shall water the lawn, flowers, trees and shrubs in the immediate area of the gatehouse and/or trailer site as instructed by project personnel. The Government will provide hoses and sprinklers. Contractor shall also remove weeds from flowerbeds as instructed by project personnel.

8. ANNUAL PASSES:

As permitted by the Lake Manager, Gate Attendants will issue Annual Day Use Passes.

9. CAMPING STATUS:

The gate attendant will make sure that the individuals that are on the reservation arrival reports are current and in agreement with (NRRS) National Recreation Reservation System (Park Office). Gate attendants shall perform the duty of changing campsite status markers in accordance with established policies of the Lake Manager.

10. OTHER DUTIES:

- a. Lock and unlock gates, restrooms and other facilities to prevent damage to public or private property.
- b. Timely reporting of maintenance items to the Lake Office.
- c. Provide campground status reports to other contractors as needed.
- d. Timely reporting of incidents, accidents and any other unusual events to Lake Personnel.
- e. Check for tripped electrical breakers as needed.

11. UNIFORMS:

Contractors will be required to wear white shirts and blue pants or shorts. Shorts will be no less than 2 inches above the knee.

12. SMOKING:

Smoking inside the gatehouse shall not be allowed. Proper disposal of cigarette butts will be required if the Contractor smokes outside.

13. PRE WORK CONFERENCE:

All Contractors will be required to attend an orientation at the Whitney Project Office at 10:00 am on September 27, 2007. Payment will not be received for attending the orientation.

14. FISHING TOURNAMENTS:

If a Lake Activity Permit is issued for a fishing tournament within the park, the

Contractor may be notified by the Lake Office to open the entrance gates as early as 5:00 a.m.

15. HOLIDAY WEEKENDS

2007-2008

LABOR DAY: Sep 1-3 Oct 5 - 8 **COLUMBUS DAY: VETERANS DAY:** Nov 9-12 Nov 22-25 THANKSGIVING: Dec 23-25 **CHRISTMAS: NEW YEAR'S:** Dec 29- Jan 1 MARTIN LUTHER KING DAY: Jan 19-21 Feb 17-19 WASHINGTON'S BIRTHDAY:

BID SHEET GATE ATTENDANTS – WINTER 2007 WHITNEY LAKE, TEXAS

Provide Gate Attendant Services at the following parks:

item				
0009a	BASE YEAR 1 October 2007 through 31 McCown Valley Park "A" (4 Day)	_/day=	\$	_/total
0009b	OPTION YEAR 1 October 2008 through 3 McCown Valley Park "A" (4 Day)	_/day=	\$	_/total
0010a	BASE YEAR 1 October 2007 through 31 Plowman Creek Park "A" (4 Day) 105 Da	\$	/total	
0010b	OPTION YEAR 1 October 2008 through 3 Plowman Creek Park "A" (4 Day) 104 Day	\$	/total	
0011a	BASE YEAR 1 October 2007 through 31 East Lofers Bend Park "A" (4 Day) 105 Day	\$	/total	
0011b	OPTION YEAR 1 October 2008 through 3 East Lofers Bend Park "A" (3 Day) 104 D	= \$	/total	
0012a	BASE YEAR 1 October 2007 through 31 East Lofers Bend Park "B" (3 Day) 78 Da	\$	/total	
0012b	OPTION YEAR 1October 2008 through 3 East Lofers Bend Park "B" (3 Day) 78 Day	\$	/total	

WAGE DETERMINATIONS

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WD 05-2523 (Rev.-3) was first posted on www.wdol.gov on 06/05/2007
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REGISTER OF WAGE DETERMINATIONS UNDER
                                           U.S. DEPARTMENT OF LABOR
      THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor |
                                            WAGE AND HOUR DIVISION
                                             WASHINGTON D.C. 20210
                                    | Wage Determination No.: 2005-2523
William W.Gross
                     Division of
                                   Revision No.: 3
                                           Date Of Revision: 05/29/2007
                 Wage Determinations|
Director
State: Texas
Area: Texas Counties of Anderson, Bell, Bosque, Brazos, Coryell, Falls,
Freestone,
Hamilton, Hill, Leon, Limestone, McLennan, Mills, Robertson
         **Fringe Benefits Required Follow the Occupational Listing**
OCCUPATION CODE - TITLE
                                                        MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations
 01011 - Accounting Clerk I
10.88
 01012 - Accounting Clerk II
11.98
 01013 - Accounting Clerk III
13.48
 01020 - Administrative Assistant
15.38
 01040 - Court Reporter
13.22
 01051 - Data Entry Operator I
9.51
 01052 - Data Entry Operator II
12.35
 01060 - Dispatcher, Motor Vehicle
12.08
 01070 - Document Preparation Clerk
10.24
 01090 - Duplicating Machine Operator
10.24
 01111 - General Clerk I
10.19
 01112 - General Clerk II
 01113 - General Clerk III
14.06
 01120 - Housing Referral Assistant
14.09
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01141 - Messenger Courier
9.09
  01191 - Order Clerk I
11.20
  01192 - Order Clerk II
12.23
  01261 - Personnel Assistant (Employment) I
12.91
  01262 - Personnel Assistant (Employment) II
14.53
 01263 - Personnel Assistant (Employment) III
17.03
 01270 - Production Control Clerk
15.24
 01280 - Receptionist
9.54
 01290 - Rental Clerk
10.40
 01300 - Scheduler, Maintenance
11.08
 01311 - Secretary I
11.08
 01312 - Secretary II
13.01
 01313 - Secretary III
14.09
 01320 - Service Order Dispatcher
10.40
 01410 - Supply Technician
15.42
 01420 - Survey Worker
13.01
 01531 - Travel Clerk I
10.91
 01532 - Travel Clerk II
 01533 - Travel Clerk III
12.91
 01611 - Word Processor I
10.38
 01612 - Word Processor II
11.73
  01613 - Word Processor III
13.62
05000 - Automotive Service Occupations
  05005 - Automobile Body Repairer, Fiberglass
  05010 - Automotive Electrician
14.17
 05040 - Automotive Glass Installer
13.40
 05070 - Automotive Worker
13.40
 05110 - Mobile Equipment Servicer
  05130 - Motor Equipment Metal Mechanic
14.95
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05160 - Motor Equipment Metal Worker
13.40
  05190 - Motor Vehicle Mechanic
14.95
  05220 - Motor Vehicle Mechanic Helper
10.90
  05250 - Motor Vehicle Upholstery Worker
12.56
 05280 - Motor Vehicle Wrecker
13.40
 05310 - Painter, Automotive
14.17
 05340 - Radiator Repair Specialist
13.40
 05370 - Tire Repairer
11.33
 05400 - Transmission Repair Specialist
14.95
07000 - Food Preparation And Service Occupations
 07010 - Baker
9.89
 07041 - Cook I
8.70
 07042 - Cook II
9.89
  07070 - Dishwasher
6.75
 07130 - Food Service Worker
7.47
 07210 - Meat Cutter
10.96
 07260 - Waiter/Waitress
6.84
09000 - Furniture Maintenance And Repair Occupations
 09010 - Electrostatic Spray Painter
14.17
 09040 - Furniture Handler
 09080 - Furniture Refinisher
 09090 - Furniture Refinisher Helper
10.90
 09110 - Furniture Repairer, Minor
12.56
  09130 - Upholsterer
14.17
11000 - General Services And Support Occupations
  11030 - Cleaner, Vehicles
8.23
 11060 - Elevator Operator
8.11
 11090 - Gardener
9.91
 11122 - Housekeeping Aide
8.41
 11150 - Janitor
8.11
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11210 - Laborer, Grounds Maintenance
8.98
  11240 - Maid or Houseman
  11260 - Pruner
8.03
 11270 - Tractor Operator
  11330 - Trail Maintenance Worker
8.98
 11360 - Window Cleaner
8.90
12000 - Health Occupations
  12010 - Ambulance Driver
13.21
 12011 - Breath Alcohol Technician
13.58
 12012 - Certified Occupational Therapist Assistant
20.58
 12015 - Certified Physical Therapist Assistant
20.58
 12020 - Dental Assistant
12.94
 12025 - Dental Hygienist
32.19
 12030 - EKG Technician
22.19
 12035 - Electroneurodiagnostic Technologist
22.19
 12040 - Emergency Medical Technician
13.21
 12071 - Licensed Practical Nurse I
13.01
 12072 - Licensed Practical Nurse II
 12073 - Licensed Practical Nurse III
 12100 - Medical Assistant
10.75
 12130 - Medical Laboratory Technician
12.36
 12160 - Medical Record Clerk
10.37
 12190 - Medical Record Technician
  12195 - Medical Transcriptionist
  12210 - Nuclear Medicine Technologist
32.19
 12221 - Nursing Assistant I
8.93
 12222 - Nursing Assistant II
10.03
 12223 - Nursing Assistant III
10.94
 12224 - Nursing Assistant IV
12.27
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12235 - Optical Dispenser
10.43
  12236 - Optical Technician
12.14
  12250 - Pharmacy Technician
12.78
 12280 - Phlebotomist
12.27
 12305 - Radiologic Technologist
19.23
 12311 - Registered Nurse I
20.02
 12312 - Registered Nurse II
24.49
 12313 - Registered Nurse II, Specialist
24.49
 12314 - Registered Nurse III
29.64
 12315 - Registered Nurse III, Anesthetist
29.64
 12316 - Registered Nurse IV
35.52
 12317 - Scheduler (Drug and Alcohol Testing)
13000 - Information And Arts Occupations
 13011 - Exhibits Specialist I
15.18
 13012 - Exhibits Specialist II
19.17
 13013 - Exhibits Specialist III
22.87
 13041 - Illustrator I
14.76
 13042 - Illustrator II
18.63
 13043 - Illustrator III
 13047 - Librarian
19.77
 13050 - Library Aide/Clerk
 13054 - Library Information Technology Systems Administrator
 13058 - Library Technician
 13061 - Media Specialist I
 13062 - Media Specialist II
14.41
 13063 - Media Specialist III
16.06
 13071 - Photographer I
11.44
 13072 - Photographer II
13.91
 13073 - Photographer III
17.56
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13074 - Photographer IV
20.20
  13075 - Photographer V
24.53
  13110 - Video Teleconference Technician
12.88
14000 - Information Technology Occupations
  14041 - Computer Operator I
13.17
  14042 - Computer Operator II
16.71
 14043 - Computer Operator III
19.70
 14044 - Computer Operator IV
21.82
 14045 - Computer Operator V
24.16
 14071 - Computer Programmer I (1)
17.57
 14072 - Computer Programmer II (1)
21.11
 14073 - Computer Programmer III (1)
26.20
 14074 - Computer Programmer IV (1)
27.62
 14101 - Computer Systems Analyst I (1)
22.76
 14102 - Computer Systems Analyst II (1)
26.76
 14103 - Computer Systems Analyst III (1)
27.62
 14150 - Peripheral Equipment Operator
13.17
 14160 - Personal Computer Support Technician
17.85
15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
22.76
 15020 - Aircrew Training Devices Instructor (Rated)
24.33
 15030 - Air Crew Training Devices Instructor (Pilot)
26.76
 15050 - Computer Based Training Specialist / Instructor
22.76
  15060 - Educational Technologist
  15070 - Flight Instructor (Pilot)
26.76
 15080 - Graphic Artist
16.67
  15090 - Technical Instructor
15.64
 15095 - Technical Instructor/Course Developer
20.77
 15110 - Test Proctor
13.01
 15120 - Tutor
13.01
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16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
  16010 - Assembler
7.20
  16030 - Counter Attendant
  16040 - Dry Cleaner
10.04
 16070 - Finisher, Flatwork, Machine
7.20
 16090 - Presser, Hand
7.20
 16110 - Presser, Machine, Drycleaning
7.20
 16130 - Presser, Machine, Shirts
7.20
 16160 - Presser, Machine, Wearing Apparel, Laundry
7.20
 16190 - Sewing Machine Operator
10.81
 16220 - Tailor
8.54
 16250 - Washer, Machine
8.54
19000 - Machine Tool Operation And Repair Occupations
 19010 - Machine-Tool Operator (Tool Room)
14.56
 19040 - Tool And Die Maker
16.65
21000 - Materials Handling And Packing Occupations
 21020 - Forklift Operator
11.96
 21030 - Material Coordinator
15.24
 21040 - Material Expediter
15.24
 21050 - Material Handling Laborer
 21071 - Order Filler
9.85
  21080 - Production Line Worker (Food Processing)
11.96
 21110 - Shipping Packer
11.46
  21130 - Shipping/Receiving Clerk
  21140 - Store Worker I
8.89
  21150 - Stock Clerk
11.78
  21210 - Tools And Parts Attendant
11.96
  21410 - Warehouse Specialist
11.96
23000 - Mechanics And Maintenance And Repair Occupations
  23010 - Aerospace Structural Welder
20.05
  23021 - Aircraft Mechanic I
19.10
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23022 - Aircraft Mechanic II
20.27
  23023 - Aircraft Mechanic III
21.05
  23040 - Aircraft Mechanic Helper
12.77
  23050 - Aircraft, Painter
15.59
  23060 - Aircraft Servicer
14.73
  23080 - Aircraft Worker
15.71
 23110 - Appliance Mechanic
14.50
 23120 - Bicycle Repairer
11.33
 23125 - Cable Splicer
17.53
 23130 - Carpenter, Maintenance
14.17
  23140 - Carpet Layer
13.40
  23160 - Electrician, Maintenance
  23181 - Electronics Technician Maintenance I
16.36
 23182 - Electronics Technician Maintenance II
18.16
 23183 - Electronics Technician Maintenance III
20.66
 23260 - Fabric Worker
12.61
 23290 - Fire Alarm System Mechanic
15.44
  23310 - Fire Extinguisher Repairer
 23311 - Fuel Distribution System Mechanic
 23312 - Fuel Distribution System Operator
14.11
  23370 - General Maintenance Worker
14.48
  23380 - Ground Support Equipment Mechanic
  23381 - Ground Support Equipment Servicer
  23382 - Ground Support Equipment Worker
15.71
  23391 - Gunsmith I
11.28
  23392 - Gunsmith II
13.11
  23393 - Gunsmith III
14.92
  23410 - Heating, Ventilation And Air-Conditioning Mechanic
 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research
Facility)
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15.69 23430 - Heavy Equipment Mechanic 23440 - Heavy Equipment Operator 14.95 23460 - Instrument Mechanic 17.19 23465 - Laboratory/Shelter Mechanic 14.01 23470 - Laborer 9.08 23510 - Locksmith 14.50 23530 - Machinery Maintenance Mechanic 15.03 23550 - Machinist, Maintenance 15.03 23580 - Maintenance Trades Helper 11.99 23591 - Metrology Technician I 17.19 23592 - Metrology Technician II 18.24 23593 - Metrology Technician III 19.26 23640 - Millwright 16.45 23710 - Office Appliance Repairer 14.50 23760 - Painter, Maintenance 14.17 23790 - Pipefitter, Maintenance 17.87 23810 - Plumber, Maintenance 23820 - Pneudraulic Systems Mechanic 23850 - Rigger 15.44 23870 - Scale Mechanic 23890 - Sheet-Metal Worker, Maintenance 14.95 23910 - Small Engine Mechanic 23931 - Telecommunications Mechanic I 23932 - Telecommunications Mechanic II 24.86 23950 - Telephone Lineman 20.41 23960 - Welder, Combination, Maintenance 14.95 23965 - Well Driller 15.44 23970 - Woodcraft Worker 15.44

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23980 - Woodworker
11.88
24000 - Personal Needs Occupations
  24570 - Child Care Attendant
  24580 - Child Care Center Clerk
10.76
  24610 - Chore Aide
7.03
  24620 - Family Readiness And Support Services Coordinator
9.78
 24630 - Homemaker
11.97
25000 - Plant And System Operations Occupations
  25010 - Boiler Tender
16.45
 25040 - Sewage Plant Operator
14.17
 25070 - Stationary Engineer
17.19
  25190 - Ventilation Equipment Tender
11.69
 25210 - Water Treatment Plant Operator
27000 - Protective Service Occupations
  27004 - Alarm Monitor
10.56
 27007 - Baggage Inspector
9.94
 27008 - Corrections Officer
13.88
 27010 - Court Security Officer
13.88
 27030 - Detection Dog Handler
13.05
  27040 - Detention Officer
13.88
 27070 - Firefighter
14.14
 27101 - Guard I
9.94
  27102 - Guard II
13.05
  27131 - Police Officer I
14.75
  27132 - Police Officer II
15.48
28000 - Recreation Occupations
  28041 - Carnival Equipment Operator
11.61
  28042 - Carnival Equipment Repairer
12.52
  28043 - Carnival Equpment Worker
7.78
  28210 - Gate Attendant/Gate Tender
12.14
 28310 - Lifeguard
10.82
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28350 - Park Attendant (Aide)
  28510 - Recreation Aide/Health Facility Attendant
  28515 - Recreation Specialist
12.01
  28630 - Sports Official
10.82
  28690 - Swimming Pool Operator
11.97
29000 - Stevedoring/Longshoremen Occupational Services
  29010 - Blocker And Bracer
15.59
 29020 - Hatch Tender
13.56
 29030 - Line Handler
13.56
 29041 - Stevedore I
13.35
 29042 - Stevedore II
15.19
30000 - Technical Occupations
  30010 - Air Traffic Control Specialist, Center (HFO) (2)
  30011 - Air Traffic Control Specialist, Station (HFO) (2)
22.33
 30012 - Air Traffic Control Specialist, Terminal (HFO) (2)
24.59
 30021 - Archeological Technician I
13.45
 30022 - Archeological Technician II
14.69
 30023 - Archeological Technician III
18.63
 30030 - Cartographic Technician
 30040 - Civil Engineering Technician
 30061 - Drafter/CAD Operator I
13.95
 30062 - Drafter/CAD Operator II
19.07
  30063 - Drafter/CAD Operator III
20.51
  30064 - Drafter/CAD Operator IV
  30081 - Engineering Technician I
13.63
  30082 - Engineering Technician II
16.43
  30083 - Engineering Technician III
18.40
  30084 - Engineering Technician IV
26.25
  30085 - Engineering Technician V
30.72
  30086 - Engineering Technician VI
32.32
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30090 - Environmental Technician
21.16
  30210 - Laboratory Technician
17.88
  30240 - Mathematical Technician
23.28
  30361 - Paralegal/Legal Assistant I
14.27
  30362 - Paralegal/Legal Assistant II
16.05
  30363 - Paralegal/Legal Assistant III
19.74
  30364 - Paralegal/Legal Assistant IV
23.89
 30390 - Photo-Optics Technician
21.99
 30461 - Technical Writer I
                                                                     19.33
  30462 - Technical Writer II
24.00
 30463 - Technical Writer III
29.16
 30491 - Unexploded Ordnance (UXO) Technician I
20.58
  30492 - Unexploded Ordnance (UXO) Technician II
24.90
 30493 - Unexploded Ordnance (UXO) Technician III
29.85
 30494 - Unexploded (UXO) Safety Escort
20.58
 30495 - Unexploded (UXO) Sweep Personnel
20.58
 30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)
16.52
 30621 - Weather Observer, Senior (3)
31000 - Transportation/Mobile Equipment Operation Occupations
  31020 - Bus Aide
8.16
 31030 - Bus Driver
15.19
  31043 - Driver Courier
11.85
  31260 - Parking and Lot Attendant
8.03
  31290 - Shuttle Bus Driver
11.85
  31310 - Taxi Driver
  31361 - Truckdriver, Light
11.85
  31362 - Truckdriver, Medium
15.47
  31363 - Truckdriver, Heavy
16.34
 31364 - Truckdriver, Tractor-Trailer
16.34
99000 - Miscellaneous Occupations
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99030 - Cashier
7.59
  99050 - Desk Clerk
  99095 - Embalmer
20.58
  99251 - Laboratory Animal Caretaker I
                                                                           8.72
  99252 - Laboratory Animal Caretaker II
  99310 - Mortician
20.58
  99410 - Pest Controller
13.61
  99510 - Photofinishing Worker
10.82
  99710 - Recycling Laborer
9.04
  99711 - Recycling Specialist
10.96
 99730 - Refuse Collector
8.90
  99810 - Sales Clerk
9.63
  99820 - School Crossing Guard
9.52
  99830 - Survey Party Chief
15.28
  99831 - Surveying Aide
9.53
 99832 - Surveying Technician
13.06
 99840 - Vending Machine Attendant
11.24
 99841 - Vending Machine Repairer
  99842 - Vending Machine Repairer Helper
11.24
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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.16 per hour or \$126.40 per week or \$547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 20 years. Length of service includes

the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and

Christmas Day. (A contractor may substitute for any of the named holidays another $\ensuremath{\mathsf{A}}$

day off with pay in accordance with a plan communicated to the employees involved.)

(See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent

the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a

regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on

Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees

employed in a position that represents a high degree of hazard when working with or

in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

represents a low degree of hazard when working with, or in close proximity to

ordance, (or employees possibly adjacent to) explosives and incendiary materials

which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the

like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordance, explosive, and

incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for $\ensuremath{\mathsf{S}}$

ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is \mbox{made}

the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining $\ensuremath{\mathsf{S}}$

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning $\frac{1}{2}$

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage

and Hour Division does not recognize, for section 4(c) purposes, prospective wage

rates and fringe benefit provisions that are effective only upon such contingencies

as "approval of Wage and Hour, issuance of a wage determination, incorporation of

the wage determination in the contract, adjusting the contract price, etc." (The

relevant CBA section) in the collective bargaining agreement between (the parties)

contains contingency language that Wage and Hour does not recognize as reflecting

"arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage

rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web

site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE $\{StandardForm\}$

1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination. Such

conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi) }

When multiple wage determinations are included in a contract, a separate SF 1444

should be prepared for each wage determination to which a class(es) is to be

conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees $\frac{1}{2}$

performs any contract work.

- 3) The contracting officer reviews the proposed action and promptly submits a report
- of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or
- disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process $\frac{1}{2}$

the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure

that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001

GATE ATTENDANT SERVICES - MID BRAZOS EED

The Contractor shall perform in accordance with the attached Scope of Work, attachment 1 of this solicitation and all other terms and conditions as incorprated herein. The Contractor shall furnish all labor, materials, and equipment (unless otherwise noted) to provide required gate attendant services in accordance with the attached specifications for a park within the Mid-Brazos cluster for the period of 01October 2007 through 31 March 2008.

MULTIPLE AWARDS WILL BE MADE FROM THIS SOLICITATION.

AWARDS WILL BE BASED ON BEST VALUE TO THE GOVERNMENT. FACTORS TO BE CONSIDERED ARE PRICE AND PAST PERFORMANCE. ISSUANCE OF PURCHASE ORDERS WILL BE MADE IN THE ORDER WHICH IS MOST ADVANTAGEOUS TO THE GOVERNMENT. IF A VENDOR DECLINES TO ACCEPT A PURCHASE ORDER FOR A PARK, THE VENDOR WILL NOT BE CONSIDERED FOR ANY OTHER AWARDS OFFERED IN THE SOLICITATION. ONLY ONE OFFER WILL BE MADE BY THE GOVERNMENT

SEE ATTACHED SPECIFICATIONS AND BID SCHEDULES.

FOB: Destination

PURCHASE REQUEST NUMBER: W45XMA71568200

NET AMT

Page 41 of 50

ITEM NO 0002 OPTION

SUPPLIES/SERVICES

QUANTITY

UNIT

UNIT PRICE

AMOUNT

GATE ATTENDANT SERVICES - MID BRAZOS

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SEE ATTACHED SPECIFICATIONS AND BID SCHEDULES. FOB: Destination

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

0001	POP 01-OCT-2007 TO 31-MAR-2008	N/A	N/A FOB: Destination
0002	POP 01-OCT-2008 TO 31-MAR-2009	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.212-4	Contract Terms and ConditionsCommercial Items	FEB 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.242-15	Stop-Work Order	AUG 1989
252.212-7001	Contract Terms and Conditions Required to Implement	APR 2007
	Statutes or Executive Orders Applicable to Defense	
	Acquisitions of Commercial Items	

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);

- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and

urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (i) ASSIST (http://assist.daps.dla.mil).
- (ii) Quick Search (http://assist.daps.dla.mil/quicksearch).
- (iii) ASSISTdocs.com (http://assistdocs.com).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--
- (i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://www.dnb.com. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.
- (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

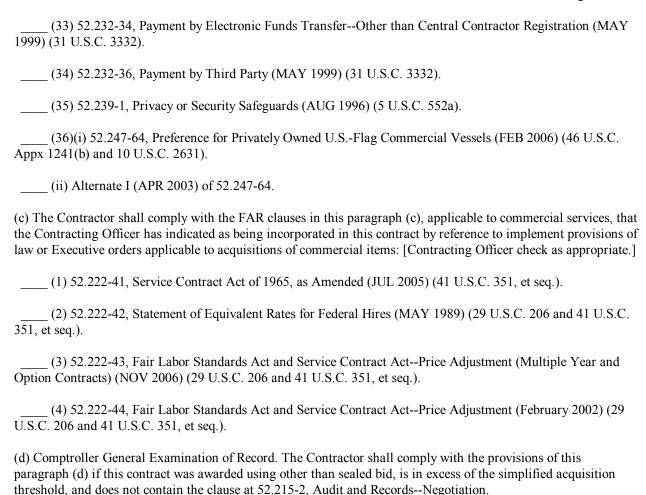
- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

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199	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 5) (41 U.S.C. 253g and 10 U.S.C. 2402).
	(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
offe	(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the ror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
	(4) [Removed].
_X	(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
	_ (ii) Alternate I (OCT 1995) of 52.219-6.
	(iii) Alternate II (MAR 2004) of 52.219-6.
	(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
	(ii) Alternate I (OCT 1995) of 52.219-7.
	(iii) Alternate II (MAR 2004) of 52.219-7.
	(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
	(8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
	(ii) Alternate I (OCT 2001) of 52.219-9
	(iii) Alternate II (OCT 2001) of 52.219-9.
	(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
	_(10) 52.219-16, Liquidated DamagesSubcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
200	_ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 5) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
	_ (ii) Alternate I (JUNE 2003) of 52.219-23.
OC	_ (12) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting TT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
Pul	_ (13) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) b. L. 103-355, section 7102, and 10 U.S.C. 2323).
	(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755). X (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). X (17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). X (18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). X_(19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212). X (20) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29) U.S.C. 793). X (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212). (22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (23)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)). (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (24) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d). (25)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169). (ii) Alternate I (JAN 2004) of 52.225-3. (iii) Alternate II (JAN 2004) of 52.225-3. ___ (26) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). (27) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury). (28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150). (29) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150). (30) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)). (31) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)). X (32) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31

U.S.C. 3332).



- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 daysficer; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 30 months.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.ebs.swf.usace.army.mil

(End of provision

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any DFARS (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)